## U.S. Department of Justice Washington, DC 20530

Exhibit A

OMB No. 1105-0003

To Registration Statement

Under the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Amtorg Trading C	2. Registration No.						
1755 Broadway, New Y	596						
3. Name of foreign principal  Moscow Industrial Union for Diamond Production	4. Principal addres USSR, 140070 Lubertcy, To	ddress of foreign principal 1070, Moscow regio Tomilino-4					
5. Indicate whether your foreign principal is one of the follow	ving type:						
☐ Foreign government							
☐ Foreign political party							
□ <sub>X</sub> Foreign or □ domestic organization: If either, check on	e of the following:						
☐ Partnership	□ Committee						
☐ Corporation	□ Voluntary group						
☐ Association	Other (specify) Economic entity existing						
☐ Individual—State his nationality	u	nder USSR la	· · · · · · · · · · · · · · · · · · ·				
6. If the foreign principal is a foreign government, state:							
a) Branch or agency represented by the registrant.							
b) Name and title of official with whom registrant deals.							
7. If the foreign principal is a foreign political party, state:	· ·						
a) Principal address		7 70 70 70 70 70 70					
b) Name and title of official with whom registrant deals.		OEN NBO					
c) Principal aim		( <b>B</b>					

8. If the foreign principal is not a foreign government or a foreign political party,a) State the nature of the business or activity of this foreign principal

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b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal	Yes	No 🛭
Directed by a foreign government, foreign political party, or other foreign principal	Yes	No 🛚
Controlled by a foreign government, foreign political party, or other foreign principal	Yes	No 🖫
Financed by a foreign government, foreign political party, or other foreign principal	Yes	No [x
Subsidized in whole by a foreign government, foreign political party, or other foreign principal	Yes	No 🔯
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes	No 🖳

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Employees and management of the enterprice acting by vote taken in joint periodic meetings, based on USSR law and practice.

Date of Exhibit A

Name and Title

Evgeniy Fettsov,

Corporate Secretary

Signature \_

<sup>10.</sup> If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

To Registration Statement

Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant Amtorg Trading Corporation 1755 Broadway, New York, N.Y. 10019

Name of Foreign Principal Moscow Industrial Union for Diamond Tools Production

## Check Appropriate Boxes:

- 1.61 The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- 2.[1] There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3.[1] The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Same as in item "1" above

Formerly OBD-6

FORM CRM-155 SEP.88

None beyond the s	ervice	referre	d to	in	item	."1"	abov	re	•	
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Date of Exhibit B February 13, 1992 Name and Title Evgenly Fettsov, Corporate Secretary Signature

Publical activity as defined in Section 1(0) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, pevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

## AGENCY AGREEMENT

The pre	sent Age	ncy agi	ceemer	nt her	eina	fter	ref	fered	to	as
"Agreement" i	s conclu	ded on	the	7th	day	of _	Ma	rch		
19 <u>9</u> 1between	Moscow	Indust	rial V	Union	for	Diamo	ond	Tools	Pro	duction
hereinafter r	effered	to as '	Princ	ripal"	- On	the	one	part.	aı	 nd

"Amtorg Trading Corporation" hereinafter reffered to as "Agent", on the other part, as follows:

- l. Principal appoints Agent as its agent on the territory of USA and Latin America
- 2. Agent shall render to Principal by its request the following services:
  - a) to find buyers and sellers of the goods or services within the scope of Principal;
  - b) to conduct negotiations with the buyers and the sellers of such goods or services on conditions of the contracts;
  - c) to prepare and to conclude contracts for sale and purchase of the goods and other agreements for and on behalf of and at the expense of Principal;
  - d) to render to Principal the necessary assistance in the fulfilment of the concluded contracts and to inform Principal about their accomplishment;
  - e) to render to Principal assistance in transportation and expeditionary handling of export and import cargoes, if necessary;
  - f) to cash in American banks the checks received in accordance with terms and conditions of foreign trade transactions and to transfer obtained sums to Principal;
  - g) to render assistance to Principal in its participation in foreign exhibitions and fairs (Principal pays itself for its participation in exhibitions and fairs);
  - h) to send to Principal catalogues; brochures and other advertising materials within the scope of goods or services of Principal;

- i) to inform Principal of market situation of goods or services and of terms and conditions of their sale and purchase:
- j) to assist to settle contract claims between Principal and its contract partners;
- k) to organize and to control the fulfilment by the specialists of Principal of their tasks;
- 1) to meet and to see off at New York airports the arriving to USA representatives of Principal, to lodge them at hotels, to provide them with car service in New York and in 25 miles area around New York, to render to them assistance in ticket booking for different kind of transportation and in hotels lodging when travelling in USA (Principal pays for transport tickets and hotel accomodations);
- m) to present information about foreign trade regulation of USA to Principal by its request;
- n) to submit to Principal monthly statements of the disbursements made for the expense of Principal;
- o) to advertise the goods or services within the scope of Principal in USA;
- p) to prepare by the request of Principal the reports of market research of particular goods and commercial and financial activity of the particular American firms;
- q) to pay for particular goods and services for Principal as well as to pay expenses connected with stay in USA of the representatives and specialists of Principal;
- r) to represent Principal in arbitrages;
- 3. The commission stipulated by Agreement covers the cost of the services of Agent mentioned in clouse 2 "a" "n".

Principal pays itself for the services mentioned in clouse 2 "o" - "r".

- 4. Principal is bound:
- a) to inform Agent about all its contracts concluded with firms of other countries in respect of activity of Principal on the market of USA;

- b) to inform Agent regularly about quantity and kind of goods intended for sale in USA as well as to send advertising materials, technical specifications and, if necessary, sumples of these goods;
- c) to transfer in advance to the account of Principal at the Bank for Foreign Economic Affairs of the USSR the sums needed to cover expenses of Agent in connection with fulfilment of instructions of Principal as well as expenses connected with stay in USA the representatives and specialists of Principal (in case of lack of above mentioned sums in due time Agent has right to deny to fulfill the instructions of Principal).
- 5. To compensate the cost of services rendered by Agent, Principal is obliged within 30 days from the date of signing of Agreement to pay but once 15000 roubles as commission. Every next calendar year Principal will pay to Agent commission at the amount of 15000 roubles not later than the 30th of June and 15000 roubles not later than the 31st of December.

Besides that in case of conclusion by Principal the contracts through the mediation of Agent Principal is obliged to Agent additional commission in American dollars at the rate of \_\_\_\_\_\_4 % of the cost of these contracts in accordance with the rate of exchange of currency of State Bank of the USSR existing at the dates of conclusion of the contracts.

The commission is to be paid by Principal by transfer of money to the account of Agent at the Bank for Foreign Economic Affairs of the USSR.

6. The parties will take all necessary steps to setle all disputes and differences which may arise between them in an amicable way. If the parties will not come to an agreement in an amicable way then any disputes or controversies arising out of or relating to Agreement shall be settled without recourse to any court of law by the Foreign Trade Arbitration Court at the USSR Chamber of Commerce and Industry in accordance with the rules of

procedure of the said Court. The decision of the said Court will be final and binding on both parties.

- 7. Agreement is in effect as of the date of signing and is valid till the end of current calendar year. If not less than 30 days before the date of expiration of the time of validity of Agreement none of the parties declares in writing about the intention to cancel Agreement or to change conditions of it the said Agreement will be automatically extended for the next calendar year.
- 8. This Agreement is signed in Moscow in two originals, each of them in Russian and English, one original for each party, both texts being authentic.
  - 9. Legal addresses of the parties:

MOSCOW INDUSTRIAL UNION FOR DIAMOND TOOLS PRODUCTION USSR, 140070, Moscow region, Lubertcy, Tomilino-4 AMTORG TRADING CORPORATION 1755 Broadway New York, N.Y. 10019, USA

General Director

A.N.Sergheev

Y.M.Mashkin /President